

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION

FILED
HARRISBURG, PA

JUL 23 2004

MARY E. D'ANDREA, CLERK
Per Deputy Clerk

THOMAS and CATHY MALLOY :

v. :

CIVIL ACTION

THE BRINKMANN CORPORATION :

NO:

NOTICE OF REMOVAL

1:CV

04-1631

The noticing party, The Brinkmann Corporation, through its counsel, Lavin, O'Neil, Ricci, Cedrone, DiSipio, respectively states as follows:

1. This civil action arises out of an alleged house fire that occurred on or about December 14, 2002.

2. This civil action was commenced and is now pending the Court of Common Pleas of Dauphin County, Pennsylvania, a civil action in which the above named Thomas and Cathy Malloy are the plaintiffs, and The Brinkmann Corporation is the named defendant.

3. The Brinkmann Corporation first received notice of the filing of the Complaint naming it as a party defendant no earlier than June 23, 2004.

4. Plaintiffs are alleged to be citizens and residents of the Commonwealth of Pennsylvania. See Complaint ¶1.

5. Defendant, The Brinkmann Corporation, is incorporated in the State of Texas with a principal place of business in the State of Texas. See Complaint ¶2.

6. There is, therefore, diversity of citizenship amongst these parties. See 28 U.S.C. §1331(a)(1).

7. The amount in controversy in this matter exceeds \$75,000.00. See correspondence received from plaintiffs' counsel attached hereto as Exhibit "B."

8. As a result, the pending civil action is one over which this Court has jurisdiction under 28 U.S.C. §1332 and is one which may be removed to this Court by the noticing party pursuant to 28 U.S.C. §1441 *et seq.*

9. This Notice is filed with this Court within the time for removal set forth in 28 U.S.C. §1446(b), inasmuch as thirty (30) days have not passed since the receipt by the noticing party of a copy of the Complaint or other paper from which it may first be ascertained that this case is one which is removable and the civil action was originally commenced within the last year.

10. Written notice of the filing of this Notice will be given to the adverse party as required by 28 U.S.C. §1446(d).

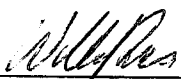
11. A copy of this Notice will be filed with the Prothonotary of the Court of Common Pleas of Dauphin County, Pennsylvania, as provided by 28 U.S.C. §1446(d).

12. Pursuant to U.S.C. §1446(a), a copy of all process, pleadings and orders served upon the noticing party in this action are attached hereto.

WHEREFORE, Defendant, The Brinkmann Corporation, prays that it may affect the removal of this action from the Court of Common Pleas of Dauphin County, Pennsylvania to the United States District Court for the Middle District of Pennsylvania.

LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO

BY:



WILLIAM J. RICCI, ESQUIRE
Attorney for Defendant,
The Brinkmann Corporation

Dated: July 22, 2004

A

NELSON LEVINE de LUCA & HORST, LLC
BY: MICHAEL J. KURTIS, ESQUIRE
I.D. NO: 87179
FOUR SENTRY PARKWAY, SUITE 300
BLUE BELL, PA 19422
(610) 862-6539

ATTORNEYS FOR PLAINTIFFS

THOMAS and CATHY MALLOY
538 Hill Church Road
Hummelstown, PA 17036,

COURT OF COMMON PLEAS
DAUPHIN COUNTY

Plaintiffs,

CASE No: 2004 CV 2485 CV

v.

CIVIL ACTION - LAW

THE BRINKMANN CORPORATION
4215 McEwen Road
Dallas, TX 75244,

JURY TRIAL DEMANDED

Defendant(s)

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

Dauphin County Lawyer Referral Service

213 North Front Street

Harrisburg, PA 17101

717-232-7536

RECEIVED
OFFICE OF
PROSECUTOR
2004 JUN 14 AM 5:09
DAUPHIN COUNTY
PENNSA

NELSON LEVINE de LUCA & HORST, LLC
BY: MICHAEL J. KURTIS, ESQUIRE
I.D. NO: 87179
FOUR SENTRY PARKWAY, SUITE 300
BLUE BELL, PA 19422
(610) 862-6539

ATTORNEYS FOR PLAINTIFFS

THOMAS and CATHY MALLOY
538 Hill Church Road
Hummelstown, PA 17036,

Plaintiffs,

THE BRINKMANN CORPORATION
4215 McEwen Road
Dallas, TX 75244,

Defendant(s)

COURT OF COMMON PLEAS
DAUPHIN COUNTY

CASE No: 2004CV 2485

CIVIL ACTION - LAW

JURY TRIAL DEMANDED

2004 JUL 19 AM 9:09

RECEIVED
CLERK OF COURT
DAUPHIN COUNTY

COMPLAINT

Plaintiffs, Thomas and Cathy Malloy, by and through their undersigned counsel, as and for their Complaint, hereby state and allege as follows:

1. Plaintiffs, Thomas and Cathy Malloy, are, and at all times relevant hereto were, adult individuals residing within the Commonwealth of Pennsylvania at the above address.
2. Upon information and belief, Defendant, The Brinkmann Corporation (hereinafter "Brinkmann") is a corporation or other business entity authorized and existing under the laws of the State of Texas, with a principal place of business at the above address.
3. Upon information and belief, at all times relevant hereto Defendant Brinkmann designed, manufactured, sold, and/or distributed turkey fryers for retail sale to the general public for home use. Said turkey fryers operate by heating cooking oil to temperatures at or near the boiling point of the oil, and a turkey is then immersed into the heated oil.

4. Prior to December 14, 2002, Plaintiffs received as a gift a turkey fryer designed, manufactured, sold and/or distributed by Defendant Brinkmann.

5. On or about December 14, 2002, Plaintiffs proceeded to use the aforementioned turkey fryer in accordance with the instructions for use provided therewith by Defendant Brinkmann.

6. On or about December 14, 2002, the aforementioned turkey fryer experienced a malfunction, failed and/or otherwise caused the vegetable oil therein to ignite, causing in a fire that spread to the Plaintiffs' home.

7. As a result of the aforementioned fire, the Plaintiffs sustained substantial damage to their real and personal property, as well as additional expenses, in an amount in excess of thirty-five thousand (\$35,000) dollars.

8. The damages described above were directly and proximately caused by the negligence, recklessness, and/or other liability producing conduct of Defendant Brinkmann as further and more fully described below.

COUNT I - NEGLIGENCE

9. Plaintiffs incorporate herein by reference paragraphs 1 through 8, as though the same were fully set forth at length.

10. The aforementioned damages were the direct and proximate result of the negligence, carelessness, recklessness, and/or other liability producing conduct of Defendant Brinkmann, including negligent acts and/or omissions of such defendants, as performed by and through their agents, employees, and/or servants, more specifically described as follows:

- a. Failing to exercise reasonable care in the performance of their duties in the design, manufacture, sale, and/or distribution of the aforementioned turkey fryer and related apparatus, including, but not limited to;
 - i. The creation of a safe product;
 - ii. Providing adequate, reasonable and necessary warnings of the inherent dangers of the aforementioned items;
 - iii. Providing adequate, reasonable and necessary warnings and instructions for the use of the aforementioned items; and
 - iv. Providing adequate, reasonable, and necessary instructions so as to ensure compliance with appropriate safety codes.
- b. Failing to adequately instruct their servants, employees and agents as to the proper ways to perform the tasks set forth in subparagraph a. above;
- c. Failing to adequately warn plaintiffs and others of the defects resulting from the careless and negligent failure to exercise reasonable care as set forth subparagraph a. above;
- d. Failing to provide, establish, and/or follow proper and adequate control so as to ensure the proper performance of the tasks set forth in subparagraph a. above;
- e. Failing to perform the tasks set forth in subparagraph a. in conformity with the prevailing industry and governmental specifications and standards;
- f. Failing to supervise their servants, employees, and agents in the performance of the tasks set forth in subparagraph a. above; and
- g. Selecting and contracting with individuals and/or entities that were ill-trained and/or unprepared to properly perform the tasks set forth in subparagraph a. above.

11. As a result of the damages proximately caused by the negligence and/or other liability producing conduct of Defendant Brinkmann, Plaintiffs sustained and incurred

damages to their real and personal property and the imposition of additional expenses in an amount in excess of \$35,000.00.

WHEREFORE, plaintiffs demand judgment in their favor and against Defendant Brinkmann in an amount in excess of \$35,000.00, plus interest, costs of suit, reasonable attorney fees, delay damages, and such other relief as the court deems appropriate under the circumstances.

COUNT II - STRICT LIABILITY

12. Plaintiffs incorporate herein by reference paragraphs 1 through 11, as though the same were fully set forth at length herein.

13. At all times material hereto, Defendant Brinkmann was engaged in the business of designing, manufacturing, marketing, selling, distributing and/or installing the aforementioned turkey fryer and related apparatuses as described above.

14. The aforementioned turkey fryer and related apparatus, as designed, manufactured, marketed, sold and/or distributed by Defendant Brinkmann, was in defective conditions which were unreasonably dangerous to Plaintiffs.

15. Upon information and belief, Defendant Brinkmann expected that the above described product would reach the consumer without substantial change in the condition in which it was sold, and the aforementioned did reach the Plaintiffs without a substantial change in the condition in which they were sold.

16. The aforementioned defects consisted of.

- a. Design defects;
- b. Manufacturing defects;

- c. Failures to warn of the aforementioned defects; and
- d. Failures to properly instruct as to the appropriate operational procedures for safe use of the product.

17. As a result of these defective conditions, and/or the liability producing conduct on the part of Defendant Brinkmann, Plaintiffs sustained and incurred damage to their real and personal property and the imposition of additional expenses in amount in excess of \$35,000.00.

18. For these reasons, Defendant Brinkmann is strictly liable to Plaintiffs for their damages under § 402A of Restatement (2d) of Torts, the Restatement (3d) of Torts, and/or the applicable case law of the Commonwealth of Pennsylvania.

WHEREFORE, plaintiffs demand judgment in their favor and against Defendant Brinkmann in an amount in excess of \$35,000.00, plus interest, costs of suit, reasonable attorney fees, delay damages, and such other relief as the court deems appropriate under the circumstances.

COUNT III - BREACH OF WARRANTY

19. Plaintiffs incorporate herein by reference paragraphs 1 through 18, as though the same were fully set forth at length herein.

20. At the time of the contract for sale and/or distribution of the turkey fryer and related apparatus, Defendant Brinkmann had reason to know the particular purpose for which the turkey fryer and related apparatus would be used, and knew that its skill and judgment was being relied upon to furnish a suitable product.

21. In turn, Defendant Brinkmann breached the implied warranty of fitness for a particular purpose as set out in the Uniform Commercial Code (hereinafter "UCC"), 13 Pa. C.S.A. § 2-315, in that the turkey fryer and related apparatus was not fit for the particular purpose for which it was acquired and needed.

22. In addition, Defendant Brinkmann breached the implied warranty of merchantability as set out 13 Pa. C.S.A. § 2-314 (c) in that the turkey fryer and related apparatus was not fit for the ordinary uses for which it was purchased and used.

23. Furthermore, Defendant Brinkmann breached any and all express warranties made or related to the turkey fryer and related apparatus that became part of the basis of the bargain for sale and purchase of the items in derogation of 13 Pa. C.S.A. § 2-313. Plaintiffs are not presently in possession of the express warranties provided by Defendant Brinkmann, but Plaintiffs believe and therefore aver that Defendant Brinkmann, as the designer, manufacturer, seller and/or distributor of the turkey fryer is in a superior position to be in possession of such express warranties.

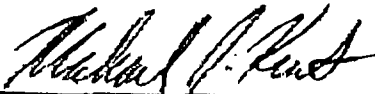
24. Plaintiffs' damages, as set forth above, occurred as a direct and proximate result of Defendant Brinkmann's breach of its implied warranties of fitness for a particular purpose and merchantability as set forth in the statutes noted above, and as a result of its breach of its express warranties in derogation of 13 Pa. C.S.A. § 2-313.

25. Plaintiffs had and have not breached any of their obligations to Defendant Brinkmann, and have and had met all conditions precedent for recovery herein

WHEREFORE, plaintiffs demand judgment in their favor and against Defendant Brinkmann in an amount in excess of \$35,000.00, plus interest, costs of suit, reasonable

attorney fees, delay damages, and such other relief as the court deems appropriate under the circumstances.

NELSON LEVINE de LUCA & HORST, LLC

BY: 
MICHAEL J. KURTIS, ESQUIRE
Attorney for Plaintiffs
Four Sentry Parkway, Suite 300
Blue Bell, PA 19422
(610) 862-6539
(610) 862-6501 (fax)
mkurtis@nldhlaw.com

Dated: June 9, 2004



March 16, 2004

The Brinkmann Corporation
4215 McEwen Road
Dallas, TX 75244
Attn: Lorrie Groll

Re: **Erie Insured:** Thomas J. Malloy
Claim #: 010170652674
Date of Loss: 12/24/2003

Dear Ms. Groll:

In response to your correspondence of January 15, 2003, enclosed please find Erie Insurance Company's damages documentation in connection with the above-referenced matter, which includes the checks paid to date in connection with this loss, as well as copies of photographs of the loss scene. This office is not presently in possession of color photographs, but I will provide same once I have received them from my client.

To date, a fire cause and origin report has not been generated by our investigator. Should you wish to arrange for an inspection of the evidence, please feel free to contact me at the above telephone number or e-mail address.

Thank you for your attention to this matter.

Very truly yours,

NELSON LEVINE de LUCA & HORST, LLC

Michael J. Kurtis

MJK/
Enclosure

Philadelphia Office:
Four Sentry Parkway, Suite 300
Blue Bell, PA 19422
Phone: 610.862.6500
Fax: 610.862.6501

New Jersey Office:
212 Carnegie Center, Suite 206
Princeton, NJ 08540
Phone: 609.919.6320
Fax: 609.520.1863

Ohio Office:
266 North 4th Street, Suite 160
Columbus, OH 43215-2511
Phone: 614.228.1398
Fax: 614.463.9191

Internet: www.nldhlaw.com

Michael Kurtis
Direct: 610.862.5530
mkurtis@nldhlaw.com

Reply to PA office

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 2
Req: LINGENFELT,D-----
CHECK NO 06181857 CMS NO F181857 DATE 03/17/2003

Pay FIFTY-TWO AND 99/100

\$\$\$\$\$\$\$52.99

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
630CHARLESW-Loss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
DWELLING COVERAGE
RAIN SOFT WATER SYSTEM DISCONNECTCashed
C 03/31/2003-----
CHECK NO R308367 CMS NO R308367 DATE 12/16/2002

Pay FIVE THOUSAND AND 00/100

\$\$\$\$\$\$\$5,000.00

To The THOMAS & CATHY MALLOY
Order 538 HILL CHURCH ROAD
of HUMMELSTOWN, PA. 17036Operator
630TANGERLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
PERSONAL PROPERTY
ADVANCE ON CONTENTSCashed
C 12/19/2002-----
CHECK NO 05966194 CMS NO E966194 DATE 01/22/2003

Pay FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN AND 41/100

\$\$\$\$\$\$\$5,287.41

To The PERMANENT ODOR REMOVAL INC
Order OZONKS
of 131 S 13TH STREET
ALLENTOWN, PA 18102 4662Operator
630TANGERLoss Date
12/14/2002Claim
010170652674Tax Id No
2330500280For MALLOY DRYCLEANING
PERSONAL PROPERTY
INVOICE #255Cashed
C 01/27/2003

08/08/2003
14:03

Claims Management System
Check Print

CSPP032B
Page: 3
Req: LINGENFELT,D

CHECK NO 06011738 CMS NO F011738 DATE 01/31/2003

Pay FIVE HUNDRED EIGHTEEN AND 51/100

\$\$\$\$\$\$\$518.51

To The PERMANENT ODOR REMOVAL INC
Order OZONKS
of 131 S 13TH STREET
ALLENTOWN, PA 18102 4662

Operator - Loss Date
630TANGER 12/14/2002
Claim
010170652674 Tax Id No
2330500280

For PARTIAL PAYMENT
INVOICE # 260
THOMAS MALLOY

Cashed
C 02/06/2003

CHECK NO 06075921 CMS NO F075921 DATE 02/19/2003

Pay ONE THOUSAND NINE HUNDRED FORTY AND 86/100

\$\$\$\$\$\$\$1,940.86

To The VISION TECH ELECTRONICS &
Order RESTORATION INC.
of 93 CHESTNUT HILL ROAD
STEVENS, PA 17578 9463

Operator Loss Date
630TANGER 12/14/2002
Claim
010170652674 Tax Id No
2330954180

For INVOICE #1330
TOM MALLOY ELECTRONICS CLEANING

Cashed
C 02/24/2003

CHECK NO R896259 CMS NO R896259 DATE 03/13/2003

Pay FIVE THOUSAND AND 00/100

\$\$\$\$\$\$\$5,000.00

To The THOMAS AND CATHY MALLOY
Order 538 HILL CHURCH RD.
of HUMMELSTOWN, PA 17036

Operator Loss Date
630TANGER 12/14/2002
Claim
010170652674 Tax Id No

For PARTIAL PAYMENT
PERSONAL PROPERTY
ADVANCE ON CONTENTS.

Cashed
C 03/18/2003

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 4
Req: LINGENFELT,D-----
CHECK NO 06181855 CMS NO F181855 DATE 03/17/2003

Pay SIX HUNDRED TWENTY-SEVEN AND 60/100

\$\$\$\$\$\$\$627.60

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
630CHARLESWLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
PERSONAL PROPERTY & LOS OF USE RECEIPTS
PER SUMMARYCashed
C 03/31/2003-----
CHECK NO 06333930 CMS NO F333930 DATE 04/30/2003

Pay NINE THOUSAND SIX HUNDRED THIRTY-TWO AND 08/100

\$\$\$\$\$\$\$9,632.08

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
PERSONAL PROPERTY
19 PAGE RCV INVENTORY LESS ADVANCESCashed
C 05/09/2003-----
CHECK NO 06698317 CMS NO F698317 DATE 07/31/2003

Pay SEVEN THOUSAND FIVE HUNDRED EIGHTY-FIVE AND 72/100

\$\$\$\$\$\$\$7,585.72

To The THOMAS J MALLOY &
Order CATHY J MALLOY AND
of WOLF FURNITURE
538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
SH1ARNDTLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
PERSONAL PROPERTY
WOLF FURNITURE INVOICE

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 5
Req: LINGENFELT,D-----
CHECK NO 05887015 CMS NO E887015 DATE 01/06/2003

Pay THREE HUNDRED TWENTY-ONE AND 15/100

\$\$\$\$\$\$\$321.15

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
630TANGERLoss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For PARTIAL PAYMENT
LOSS OF USE
INVOICE 108943 THOMAS MALLOYCashed
C 01/10/2003-----
CHECK NO 05889771 CMS NO E889771 DATE 01/10/2003

Pay THREE THOUSAND NINETY-SIX AND 77/100

\$\$\$\$\$\$\$3,096.77

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
630TANGERLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
LOSS OF USE
DWELLING RENTAL 12/14 TO 2/28Cashed
C 01/30/2003-----
CHECK NO 05966630 CMS NO E966630 DATE 01/22/2003

Pay TWO HUNDRED FORTY-SIX AND 95/100

\$\$\$\$\$\$\$246.95

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
630TANGERLoss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For PARTIAL PAYMENT
LOSS OF USE
INVOICE # 109209Cashed
C 01/28/2003

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 6
Reg: LINGENFELT,D-----
CHECK NO 06076974 CMS NO F076974 DATE 02/20/2003

Pay TWO HUNDRED SEVEN AND 06/100

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
630TANGER

\$\$\$\$\$\$\$207.06

Loss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For INVOICE # 109735
PERSONAL PROPERTY COVERAGE
MALLOY FURNITURE RENTALCashed
C 02/25/2003-----
CHECK NO 06077912 CMS NO F077912 DATE 02/21/2003

Pay ONE THOUSAND TWO HUNDRED AND 00/100

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
630TANGER

\$\$\$\$\$\$1,200.00

Loss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
DWELLING RENTAL
MARCH RENTALCashed
C 03/04/2003-----
CHECK NO 06181689 CMS NO F181689 DATE 03/17/2003

Pay TWO HUNDRED TWELVE AND 58/100

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
630TANGER

\$\$\$\$\$\$\$212.58

Loss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For PARTIAL PAYMENT
THOMAS MALLOY RENTAL
INVOICE # 110251Cashed
C 03/24/2003

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 7
Req: LINGENFELT,D-----
CHECK NO 06184911 CMS NO F184911 DATE 03/24/2003

Pay ONE THOUSAND TWO HUNDRED AND 00/100

\$\$\$\$\$\$1,200.00

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
630TANGERLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
LOSS OF USE
APRIL RENTALCashed
C 04/04/2003-----
CHECK NO 06296185 CMS NO F296185 DATE 04/14/2003

Pay TWO HUNDRED TWELVE AND 58/100

\$\$\$\$\$\$\$212.58

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674Tax Id No
2315697180For PARTIAL PAYMENT
LOSS OF USE
INVOICE # 110773 THOMAS MALLOYCashed
C 04/17/2003-----
CHECK NO 06299672 CMS NO F299672 DATE 04/22/2003

Pay ONE THOUSAND TWO HUNDRED AND 00/100

\$\$\$\$\$\$1,200.00

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
LOSS OF USE
MAY RENTALCashed
C 04/29/2003

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 8
Req: LINGENFELT,D-----
CHECK NO 06408712 CMS NO F408712 DATE 05/19/2003

Pay TWO HUNDRED TWELVE AND 58/100

\$\$\$\$\$\$\$212.58

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For PARTIAL PAYMENT
LOSS OF USE
INVOICE # 111350Cashed
C 05/27/2003-----
CHECK NO 06461168 CMS NO F461168 DATE 05/23/2003

Pay ONE THOUSAND TWO HUNDRED AND 00/100

\$\$\$\$\$\$\$1,200.00

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
LOSS OF USE
JUNE RENTALCashed
C 06/02/2003-----
CHECK NO 06565617 CMS NO F565617 DATE 06/23/2003

Pay TWO HUNDRED TWELVE AND 58/100

\$\$\$\$\$\$\$212.58

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For PARTIAL PAYMENT
LOSS OF USE MALLOY
INVOICE # 111923Cashed
C 06/27/2003

08/08/2003
14:03Claims Management System
Check PrintCSPP032B
Page: 9
Req: LINGENFELT,D-----
CHECK NO 06567198 CMS NO F567198 DATE 06/25/2003

Pay ONE THOUSAND TWO HUNDRED AND 00/100

\$\$\$\$\$1,200.00

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
LOSS OF USE
JULY RENTALCashed
C 07/02/2003-----
CHECK NO 06619525 CMS NO F619525 DATE 07/11/2003

Pay TWO HUNDRED TWELVE AND 58/100

\$\$\$\$\$\$\$212.58

To The IFR FURNITURE RENTALS
Order 7035 JONESTOWN RD
of HARRISBURG, PA 17112 3617Operator
SH1HOFFERTLoss Date
12/14/2002Claim
010170652674Tax Id No
2316697180For PARTIAL PAYMENT
LOSS OF USE
INVOICE #112453 MALLOY RENTALCashed
C 07/17/2003-----
CHECK NO 06654643 CMS NO F654643 DATE 07/23/2003

Pay ONE THOUSAND TWO HUNDRED AND 00/100

\$\$\$\$\$1,200.00

To The THOMAS J MALLOY &
Order CATHY J MALLOY
of 538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711Operator
SH1TANGERLoss Date
12/14/2002Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
LOSS OF USE
AUGUST DWELLING RENTALCashed
C 07/29/2003

CHECK NO 05928512 CMS NO E928512 DATE 01/16/2003

Pay ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED SIXTEEN AND 80/100

\$\$\$\$\$140,816.80

To The THOMAS & CATHY MALLOY, SUNTRUST
Order MORTGAGE AND NORTHWEST SAVINGS
of 538 HILL CHURCH RD.
HUMMELSTOWN PA 17036-9711

Operator
630TANGER

Loss Date
12/14/2002

Claim
010170652674

Tax Id No

For PARTIAL PAYMENT
DWELLING COVERAGE
ACV DWELLING REPAIR

CHECK NO 06075538 CMS NO F075538 DATE 02/18/2003

Pay TEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND 69/100

\$\$\$\$\$10,284.69

To The THOMAS J MALLOY &
Order CATHY J MALLOY AND
of SZELES INC.
538 HILL CHURCH RD
HUMMELSTOWN PA 17036-9711

Operator
630CHARLESW

Loss Date
12/14/2002

Claim
010170652674

Tax Id No

For SZELES- INC. DWELLING BOARD-UP & CONTETS
CLEANING AND MOVING

Cashed
C 05/19/2003

Mon Jul 26 12:19:34 2004

UNITED STATES DISTRICT COURT

SCRANTON, PA

Receipt No. 111 141402
Cashier jill

Check Number: 0227685

DO Code Div No
4667 1

Sub Acct	Type	Tender	Amount
0:510000	N	2	90.00
1:086900	N	2	60.00
2:322360	N	2	5.00
3:510000	N	2	4.00

Total Amount \$ 159.00

LAVIN O'NEIL 190 N. INDEPENDENCE MA
LL W. PHILADELPHIA, PA 19106

FILING FEE & CERTIFICATION OF NOTIC
E OF REMOVAL IN CV-04-1631

CH